

## PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, **Blueberry Guru, LLC, an Idaho Limited Liability Corporation**, (hereafter, "MAKER"), promises to pay to the order of **Mike Crapo for US Senate, an Idaho Corporation** (hereafter, "LENDER"), the sum of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** in lawful money of The United States together with accrued interest at the rate hereinafter specified, in accordance with the following terms and conditions:

**1. Payments schedule and terms.** The principal sum above-stated shall bear interest and shall be paid as follows:

**a. Interest and Rate.** Such principal sum, or so much thereof as is from time to time unpaid, shall bear interest as follows. For the duration of the agreement **eight percent (8%)** annual interest rate (the "Interest Rate"). MAKER acknowledges that said Interest Rate is not usurious under the laws of the State of Idaho and that said rate reflects the risks undertaken by LENDER under this Note.

**b. Monthly payments – Not required.** Simple interest shall accrue monthly commencing on **September 22, 2008**. **Balloon Payment** - The entire note consisting of the balance of principal, together with any accrued interest is due and payable in full on or before **September 22, 2009**. Actual interest prorated to the day note is paid in full based on daily interest of **0.021918%** (Corresponds to 8% annual rate)

**c. Late Charges.** There shall be added to each and every payment of principal and/or interest received by the holder more than ten (10) days after the due date thereof a late charge of **7.0%** on the amount so overdue, for the purpose of defraying the administrative expense incident to handling such delinquent payments. Maker acknowledges that the exact amount of such administrative expense of holder would be difficult to calculate and that such late charge represents a reasonable estimate of a fair average compensation for the loss that may be sustained by the holder due to the failure of the undersigned to make timely payments. Such late charge shall be paid without prejudice to the right of the holder to collect any other amounts provided to be paid or to declare a default hereunder.

**d. Place of Payment.** MAKER shall pay all sums due hereunder to **Mike Crapo for US Senate, whose address is: 202 N 9<sup>th</sup> St, Suite 401F, Boise, ID 83702**, or at such other place as the lawful holder hereof may hereafter direct in writing. Any costs to set up any escrow for the collection of the Note and all monthly collection costs shall be paid by MAKER.

**e. Application of Payments.** All payments shall be applied first to escrow fees, then to late charges, if any, then to interest accrued and, thereafter, to the principal then unpaid.

**f. Extension.** LENDER agrees that MAKER may extend this note for one term of six months by giving notice in writing on or before **September 6, 2009**.

Interest continues to accrue as stated in the original term. The entire Note is to be paid in full with all applicable interest no later than **March 22, 2010**.

**3. Default.** Any default under this Note or in the due, prompt, and complete performance or observance of any covenant, agreement, or obligation of the MAKER, shall, at the option of the LENDER, be deemed a default on all Notes, obligations, and liabilities of each and all of the parties liable hereon to the LENDER hereof, whether now existing or hereafter arising.

**4. Acceleration without Notice.** If any default occurs under this Note or in the payment of any sum due under this Note, given in connection with this Note, the lawful holder hereof may serve a Notice of Default. In the event that said default is not cured by five (5) days after service of said Notice, LENDER may declare the full amount of the principal and interest remaining unpaid as immediately due and payable.

**6. Default Interest.** If any default occurs under this Note or the Deed of Trust, securing this Note, the entire unpaid principal balance thereof shall, for all purposes, thereafter bear interest at the rate which shall be five percent (5%) above the Interest Rate (the "Default Rate") from the date of such default until the default shall have been cured. Upon the cure of any default under this Note or the Deed of Trust unless the Note or the Deed of Trust shall otherwise then be in default, the unpaid principal shall thereafter bear interest at the Interest Rate from the date of such cure. Failure of LENDER to assess interest at the Default Rate on one or more occasions shall not constitute a waiver of the right to do so in the event of any subsequent defaults.

**7. Reduction of Principal Balance on Cure Default.** In addition to payment of late charges, default interest, and collection costs as provided herein, MAKER shall, in curing any default hereunder, make a payment to reduce the principal balance on this Note. The amount of said payment shall be equal to the amount needed to reduce the principal balance to the amount that the principal balance would have been had no default occurred.

**8. Collection Costs.** In the event of any default hereunder by MAKER, each undersigned MAKER and each endorser and each guarantor hereof shall pay to the lawful holder hereof all costs and reasonable attorneys fees incurred before and after legal action is commenced and before and after judgment is entered until such judgment and this Note shall have been paid in full.  
If Grantor should petition and be allowed into bankruptcy status and if note holder takes action in bankruptcy court to protect note holder's interest in property materially affected by bankruptcy proceedings, then such costs as note holder incurs including but not limited to, reasonable attorney's fees and court costs shall be come additional indebtedness of grantor under trust deed securing this note.

**9. Waivers.** Each undersigned MAKER and each endorser and each guarantor of this Note jointly and severally waives demand for payment, presentment for payment, notice of nonpayment, notice of dishonor, and protest, and agrees that the time for payment hereof may be extended without any further consent and without impairing

their liability hereunder. Failure of the lawful holder hereof to enforce any of the provisions hereof upon a default in performance shall not constitute a waiver of the provision itself of any subsequent default in the performance thereof.

**10. Assignment by LENDER.** This Note may be assigned by LENDER at any time. After notice of such assignment is given to MAKER, the Assignee shall thereafter be regarded in all respects as the LENDER hereunder.

**11. Interpretation.** Singular terms used herein shall be read as if written in the plural when the context so requires or permits. The liability of all those signing this Note as MAKER, or as endorser, guarantor, or in any other capacity, shall be joint and several as to each and every provision of the Note.

**12. Notices.** All notices required or permitted to be given hereunder shall be deemed given when personally served or when deposited in the United States mail, postage prepaid, if to the LENDER, by certified or registered mail, return receipt requested, as follows:

if to LENDER, by certified or registered mail, return receipt requested, as follows:

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Mike Crapo for US Senate  
202 N 9<sup>th</sup> St, Suite 401F  
Boise, Idaho 83702

Or if to the MAKER, by certified or registered mail, return receipt requested, as follows:

Blueberry Guru, LLC  
PO Box 8864  
Boise, Idaho, 83707

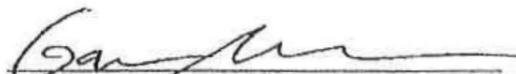
**13. Governing Law.** This Note has been executed and delivered in, and is payable in the State of Idaho and its interpretation shall be governed by the laws of the State of Idaho.

**14. Application of Funds.** Funds are to be used primarily for business development, including but not limited to advertising, marketing, product development, travel, employee wages and other compensation, and any other material that would reasonably considered a business requirement.

15. **Invalid Provisions.** The parties hereto intend and believe that each provision of this Note comports with all applicable local, state, and federal laws and judicial decisions. However, if any provisions of this is found by a court of law to be in violation of any applicable law or public policy and if such court should declare such provision to be illegal, invalid, unlawful, void, or unenforceable as written, then it is the intent of all parties hereto that such provisions shall be given force to the fullest possible extent that it is legal, valid, and enforceable. In the event, the remainder of this Note shall be construed as if such provision were not contained therein. All other rights, obligations, and interests of MAKER and LENDER hereunder shall then continue in full force and effect.

IN WITNESS WHEREOF, the Maker has executed and delivered this Note on the date below written.

DATED this 22 day of September, 2008



MAKER: Blueberry Guru, LLC  
BY: Gavin McCaleb  
ITS: Managing Member